

AGREEMENT

THIS AGREEMENT entered into as of December 9, 1958, by and between THE RAMO-WOOLDRIDGE CORPORATION, a Delaware corporation with its principal offices in the City of Los Angeles, California, duly merged on October 31, 1958, into THOMPSON PRODUCTS INC., an Ohio corporation, (hereinafter referred to as "Transferor"); THOMPSON PRODUCTS INC., a corporation duly organized and existing under the laws of the State of Ohio, with its principal office in the City of Euclid, Ohio (hereinafter referred to as "Transferee") and the UNITED STATES OF AMERICA (hereinafter referred to as the "Government").

WITNESSETH:

WHEREAS, the Government, represented by the Contracting Officer, has entered into certain contracts with the Transferor (namely: Contracts Nos. A-101, A-102, A-103, HF-A-104, [] and HF-CT-699) and the term "the contracts" as hereinafter used means the above contracts, and all other contracts, including amendments and change orders thereto, heretofore made between the Government, represented by the Contracting Officer, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor has any remaining rights, duties, or obligations thereunder), and including amendments and change orders thereto hereafter made between the Government and the Transferee;

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WHEREAS, as of October 31, 1958, the Transferor assigned, conveyed and transferred to the Transferee all the assets of the Transferor by virtue of the transfer agreement between the Transferor and the Transferee;

WHEREAS, the Transferee, by virtue of said assignment, conveyance and transfer, has acquired all the assets of the Transferor;

WHEREAS, by virtue of said assignment, conveyance and transfer, the Transferee has assumed all the duties, obligations and liabilities of the Transferor under the Contracts;

WHEREAS, the Transferee is in a position fully to perform the Contracts, and such duties and obligations as may exist under the Contracts;

WHEREAS, it is consistent with the Government's interest to recognize the Transferee as the successor party to the Contracts;

WHEREAS, there has been filed with the Government evidence of said assignment, conveyance or transfer in the form of a certified copy of the list the documents required by ASPR 16-505.2(c);

WHEREAS, there has been filed with the Government a certificate dated October 31, 1958, signed by the Vice President of THOMPSON RAMO WOOLDRIDGE INC., to the effect that the RAMO-WOOLDRIDGE CORPORATION has been merged into THOMPSON PRODUCTS INC. and that the Corporate name of THOMPSON PRODUCTS, INC. has been changed to THOMPSON RAMO WOOLDRIDGE INC. on October 31, 1958, and that duly executed copies of the Merger Agreement have been filed with the Secretaries of State of Ohio and Delaware on the 31st day of October 1958.

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government which it now has or may hereafter have in connection with the Contracts.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Contracts. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under the Contracts, in all respects as if the Transferee were the original party to the Contracts.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Contracts. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Contracts in all respects as if the Transferee were the original party to the Contracts. The term "Contractor" as used in the Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the Contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Contracts to the extent of the amounts so paid or reimbursed.

7. The Transferor and the Transferee hereby agree that no claim for payment by or reimbursement from the Government shall be made by either of them with respect to any costs, increased taxes or other expenses arising out of or attributable to (i) said assignment, conveyance and transfer, or (ii) this Agreement, other than those which the Government would have been obligated to pay or reimburse under the terms of the Contracts in effect prior to the execution of this Agreement.

8. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (i) assumes under this Agreement, or (ii) may hereafter undertake under the Contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consent to any such amendment or modification.

9. Except as herein modified, the Contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

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UNITED STATES OF AMERICA

(Corporate Seal)

(Corporate Seal)

